

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 18		
1. Contract/Purch Order/Agreement No. DAAE20-02-P-0462			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD) 2002AUG26		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA5		
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-A BETTY FOULKS (309)782-4399 ROCK ISLAND IL 61299-7630 EMAIL: FOULKS@RIA.ARMY.MIL				Code W52H09	7. Administered By (If other than 6) DCMA BALTIMORE 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299				Code S2101A	8. Delivery FOB <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other (See Schedule if other)		
9. Contractor MACHINING TECHNOLOGIES INC DBA MATECH 27120 OCEAN GTWY HEBRON MD 21830-1041 Name and Address TYPE BUSINESS: Other Small Business Performing in U.S.			Code OGU83	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned				
12. Discount Terms			13. Mail Invoices To the Address in Block See Block 15									
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264			Code HQ0338	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2				
16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.										
Purchase	X	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0312, Dated _____, furnish the following on terms specified herein.										
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.												
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price			20. Quantity Ordered/Accepted*	21. Unit	22. Unit Price	23. Amount					
	KIND OF CONTRACT: Supply Contracts and Priced Orders											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: SUZANNE K MCGREGOR /SIGNED/ MCGREGORS@RIA.ARMY.MIL (309)782-3127				25. Total	\$23,960.00			
26. Quantity In Column 20 Has Been				27. Ship. No.				28. D.O. Voucher No.		29. Differences		
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted _____ Date _____ Signature Of Authorized Govt Representative				<input type="checkbox"/> Partial <input type="checkbox"/> Final 31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				32. Paid By		33. Amount Verified Correct For		
36. I certify this account is correct and proper for payment _____ Date _____ Signature And Title Of Certifying Officer										34. Check Number		
										35. Bill Of Lading No.		
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account Number		42. S/R Voucher No.		

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SUPPLEMENTAL INFORMATION

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite	Title	Date
1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p> <p>(AA7020)</p>		
2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> has inappropriate requirements; or needs streamlining; or should be changed <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> <p>U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil</p> <p>e. If you contact the Ombudsman, please provide him with the following information:</p> <ol style="list-style-type: none"> TACOM-RI solicitation number; Name of PCO; Problem description; Summary of your discussions with the buyer/PCO. <p>(End of clause)</p>		

(AS7006)

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$
CLIN PRICE \$
CLIN PRICE \$
CLIN PRICE \$

(End of clause)

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(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

- 1. AWARD IS BEING MADE WITH FIRST ARTICLE TEST REPORT.
- 2. EARLIER DELIVERY IS ACCEPTABLE.
- 3. CONTRACTOR SUBMITTED A FAX DATED 06 AUGUST CLARIFYING THEIR PRICE.(ATTACHMENT 0003).
- 4. CONTRACTOR'S LETTER STATING THE QUALITY SYSTEM FOR THIS REQUIREMENT. (ATTACHMENT 0004)

*** END OF NARRATIVE A 001 ***

- 1. EARLIER DELIVERY IS AUTHORIZED.
- 2. AWARD IS BEING MADE WITH FIRST ARTICL3.

*** END OF NARRATIVE A 002 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 0001AA	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 15-JAN-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0462/0000</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-468-0522 NOUN: DEFLECTOR KIT F/ M197 MOUNT SECURITY CLASS: Unclassified PRON: U12D1RF5M1 PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: FD20600240763</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H092123T992 CMARJY J 2 DEL REL CD QUANTITY DEL DATE 001 2,000 15-FEB-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CMARJY) XR FRASER MFG CORP 7235 BOYNTON ST</p>	2000	EA	\$ 11.98000	\$ 23,960.00

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: https://aais.ria.army.mil

8	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

Item: Deflector Kit

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing TDPL 12986106 dated 10/04/01 with revisions in effect as of -2- (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procuremment action:

DOC	ADD
QSL2986105 sh2-4	DISTRUBUTION STATEMENT A

(CS6100)

9	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
	TACOM-RI		

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A-

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

PACKAGING AND MARKING

For Local Clauses See: https://aais.ria.army.mil

10	52.211-4503	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
	TACOM-RI		

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

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b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
 Level of Packing: COMMERCIAL
 Quantity Per Unit Package: 001
 Quantity of Unit Packages Per Intermediate Container:SEE PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -3-, Date -4-, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container

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certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: -5-

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
12	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
() Quality Management System-Requirements	ISO 9002,	2000, 13 Dec 2000	Tailored by excluding paragraph 7.3
() Quality Systems-Model for QA,	ISO 9002,	1994,	untailored

13	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
	TACOM-RI		

a. The first article shall consist of:

10 each Plate Deflector

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have

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been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
 - (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
 - (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
 - (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
 - (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to -2-.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

14	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
 - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

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c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-34	F.O.B. DESTINATION	NOV/1991
17	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG		JOB																
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION																
																	ORDER	ACCOUNTING	OBLIGATED	
																	NUMBER	STATION	AMOUNT	
0001AB	U12D1RF5M1	AA	2	97	XX08330200C2247E80202000M24000000035701Z672300													F0330L	\$	23,960.00
																		TOTAL	\$	23,960.00

SERVICE				ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>
Air Force	AA	97 XX08330200C2247E80202000M24000000035701Z672300		F0330L	\$ 23,960.00
				TOTAL	\$ 23,960.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0462 MOD/AMD	Page 14 of 18
Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC		

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>
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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

18	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>
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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC			

19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
21	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
23	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
24	52.243-1	CHANGES - FIXED PRICE	AUG/1987
25	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS	APR/1992
26	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS	MAR/1998
27	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
28	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS	DEC/1991
29	252.242-7000	POSTAWARD CONFERENCE DFARS	DEC/1991
30	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS	DEC/1991
31	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT DFARS	DEC/1991
32	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

33	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____, Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC		

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)

(IF7116)

34	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

35	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

36	252.211-7005 DFARS	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
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(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/0.0/0.2/reports/modified/xls>.

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

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Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC		

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DD FORM 1423		002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	NON-DISCLOSURE AGREEMENT		003	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)